

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------------------|--|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ADVENTURES IN ADVERTISING CORPORATION | | 07/22/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LaSalle Bank National Association | | |
| Street Address: | 135 South LaSalle Street, Suite 240 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | a National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78558214 | PROMOKEY | |
| Registration Number: | 2307532 | ADVENTURES IN ADVERTISING | |
| Registration Number: | 2819998 | ADVENTURES IN ADVERTISING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)876-7934 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-876-3192 | | |
| Email: | pmcbride@sonnenschein.com | | |
| Correspondent Name: | Peggy L. McBride | | |
| Address Line 1: | 8000 Sears Tower | | |
| Address Line 2: | Sonnenschein Nath & Rosenthal LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Peggy L. McBride | | |
| Signature: | /Peggy L. McBride/ | | |

OP \$90.00 78558214

Date:

07/29/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 21, 2005, by ADVENTURES IN ADVERTISING CORPORATION, a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor and its Subsidiaries (collectively, the "Borrowers") have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and the other Borrowers.

B. The Grantor and the other Borrowers have entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent, the Banks and their Affiliates are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor and the other Borrowers under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

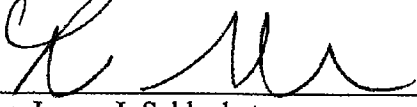
Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”, but rather, if and so long as Grantor’s Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ADVENTURES IN ADVERTISING
CORPORATION

By: 
Name: Loren J. Schlachet
Title: Vice President and Secretary

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Donna N. Smith
Title: Senior Vice President

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
REEL: 003131 FRAME: 0153**

STATE OF IL)
) ss
COUNTY OF COOK)

On this 21st day of July, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Adventures in Advertising Corporation, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Marion J. Milos
Notary Public



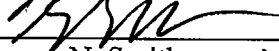
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ADVENTURES IN ADVERTISING
CORPORATION

By: _____
Name: Loren J. Schlachet
Title: Vice President and Secretary

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: ~~Donna N. Smith~~ K. Joseph Angel, Jr.
Title: ~~Senior Vice President~~ AUF

*Signature Page to Trademark Security
Agreement*

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 22 day of July, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.

Maria R. Chamorro
Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

| Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|---------------------------------|-------------------------------------|--------------------------------------|----------------------------|-----------------------------|
| ADVENTURES IN ADVERTISING | | 2,307,532 | | 01/11/2000 |
| PROMOKEY | 78558214 | | 02/01/2005 | |
| ADVENTURES IN ADVERTISING | | 2,819,998 | | 03/02/2004 |
| | | | | |